

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

DEBORAH THELEN, individually
and on behalf of all others similarly
situated,

Case No.:

Plaintiff,

v.

JURY TRIAL DEMANDED

HP Inc.

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Deborah Thelen individually and on behalf of all others similarly situated, files this Class Action Complaint (“Complaint”) against Defendant HP Inc. (“HP”). The following allegations are based on personal knowledge as to Plaintiff’s own conduct and on the investigation conducted by her counsel.

INTRODUCTION AND SUMMARY OF ACTION

1. Plaintiff brings this consumer class action alleging that HP misled consumers about the quality and functionality of the Envy Laptops (“Envy”), Envy 360 Laptops (“Envy 360”), Pavilion Laptops (“Pavilion”), Pavilion 360 Laptops (“Pavilion 360”) and the HP 14, HP 15, and HP 17 Laptops (“HP Laptop”). Together, these computers, sold in or after 2017, make up the “Class Laptops”.

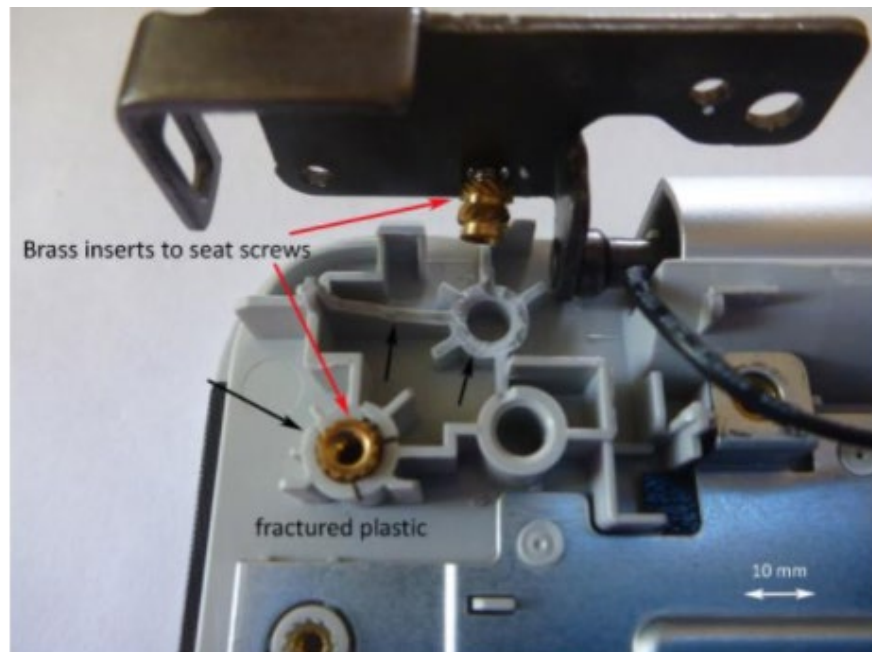
2. HP designed, manufactured, marketed, sold, and distributed the Class Laptops to tens of thousands of consumers in New York and throughout the United States.

3. The Class Laptops all possess a material defect that prevent them from being used as portrayed in HP's advertising materials, and HP concealed, failed to disclose, or otherwise engaged in deceptive marketing with respect to this defect. As a result, many consumers purchased computers that became practically unusable after just months of use.

4. Unbeknownst to consumers, the Class Laptops are designed and manufactured with a common inherent defect that, over time, compromises the laptops' hinges, thus impairing the computer's portability and functionality. The Class Laptops' display hinges are defective in that they break off from the poorly secured mounting points at the base of the device (the "Defect").

5. One of the essential attributes of a laptop or portable computer is the ability to open and close the case like a clam shell for ease of transport. This ability is contingent on the hinge being anchored to the two halves of the laptop. A laptop's universal design consists of a thin upper case, containing the monitor, and a thicker, more robust bottom case that contains the keyboard, hard drive, CPU, and other critical components. The hinge provides a connection between the two halves and allows the monitor to be opened and closed as needed.

6. Upon information and belief, the Defect is the result of ordinary stress on a vital component that is common in the Class Laptops. Because the hinges are anchored to the laptops with poorly made and substandard parts constructed from weak plastic and/or otherwise suffer from defects in material and/or workmanship, the ordinary opening or closing of the laptop fractures the plastic anchors, causing them to fail, and destabilizes the hinges. This destabilizing of the hinges causes the case to become compromised resulting in further damage to the lower case and inoperability of the hinge as designed. The Defect is captured in the below photograph of a Class Laptop hinge mechanism.



Fractured Plastic Anchors in 17" HP Envy¹



Defect in an HP Envy 360²



¹ [17" HP Envy Coming apart at the left near screen hinge - Page 3 - HP Support Community - 4651990](#)

² [HP Envy x360 Broken Hinge - HP Support Community - 6793400](#)

7. Despite their knowledge of the Defect, Defendant markets its Envy 360 and Pavilion 360 computers as “convertible” and designed to offer a range of angles and movements to users:

“Create on-the-go with a convertible laptop designed to move with you. The power of a 360 degree hinge combined with the simultaneous use of touch and pen make for vibrant, accurate creations...The 360 degree hinge adapts so you can capture every intricate sketch with precision.”³ (Envy x360)

.....
“The HP Pavilion x360...convertible adapts to you so that you are productive at any angle...with four modes to choose from, you’ll find just the right angle for anything with the extremely flexible HP Pavilion x360.”⁴

8. Defendant marketed its HP Laptops as “reliable” and “designed for long-lasting performance”, with “compact, portable design”⁵.

³See HP Envy x360 Product Listing, https://www.hp.com/us-en/shop/pdp/hp-envy-x360-laptop-15t-ed100-174r7av-1?q_src=google_ads&q_cmp=12690817676&q_con=123460399194&q_term=&q_med=&q_plac=&q_net=g&q_pos=&q_plt=gp&DSA&jumpid=ps_con_nb_ns&utm_medium=ps&utm_source=ga&utm_campaign=HP-Store_US_BRA_PS_CPS_OPEX_Google_All_SEM_All_Notebooks-DSA&utm_term=&matchtype=b&adid=512564949515&addisttype=g&gclid=Cj0KCQjwqKuKBhCxARIsACf4XuEpqark2dOenF2HqBQPwnykTceQK1TgHgPcz62FECDLt7bBJRgkvDsaAibJEALw_wcB&gclsrc=aw.ds

⁴ See HP Pavilion x360 Convertible Product Listing, https://www.hp.com/us-en/shop/pdp/hp-pavilion-x360-convertible-15t-er000-touch-24d80av-1?jumpid=ma_weekly-deals_product-tile_laptops_3_24d80av-1_hp-pavilion-x360-con

⁵ See Work, Watch and Play All Day, June 4, 2018, <https://www.youtube.com/watch?v=KdB4v9ssdIY>

9. Defendant further provides assurances to customers as to the HP Laptops' durability and HP's pre-sale diligence by stating that "extensive quality testing ensures that you can keep going...and going."⁶

10. Indeed, Defendant claims that each model has been subject to 115,000 hours of testing,⁷ which included opening and closing the laptops tens of thousands of times.⁸

11. Defendant uniformly represented to consumers that it had years of experience manufacturing computers and was in effect an expert in manufacturing, design, and use of computers.

12. Plaintiff and Class members saw or heard these representations from Defendant about the Class Laptops prior to purchasing their Envy, Envy x360, Pavilion x360, Pavilion, or HP Laptops.

13. Contrary to HP's representations, HP fails to disclose that the Class Laptops are designed and/or manufactured with a common inherent defect that, over time, compromises the laptop's hinges, impairing the computer's portability and functionality.

⁶ [HP Laptop - 17-ca2097nr \(2Y438UA#ABA\)](#)

⁷ [HP Total Test Process Testing - HP Inc Video Gallery - Products \(brightcovegallery.com\)](#)

⁸ [HP Total Test Process Testing - HP Inc Video Gallery - Products \(brightcovegallery.com\)](#); [Inside HP Labs of Destruction! \(archive.org\)](#)

14. According to Plaintiff and other owners of the Class Laptops who have experienced the Defect, the common hinge problem is not a result of dropping or otherwise handling the laptop roughly. Rather, owners report that the Defect becomes suddenly apparent by way of a popping or crunching noise when opening or closing the laptop in the course of normal and intended use.

15. As a result, the user's ability to (1) open the laptop to utilize the device, (2) close or transport the laptop, or (3) transition the configuration of the laptop, is dramatically reduced, or lost altogether. Thus, the Defect renders the computer partially or wholly unusable.

16. Consequently, the Class Laptops are not fit for their intended purpose as functioning, compact, portable, or flexible computers and cannot satisfy the representations HP made in its marketing materials and warranties.

17. There are thousands of customer posts on Defendant's own online forum complaining of the hinge issue described above in the Class Laptops. These posts date back to at least 2014.

18. The complaints describe the Defect, the accompanying crunching sounds when the devices are opened, and even report plastic debris from the weak hinge anchors being expelled from the Class Laptops.

19. HP has responded to the Defect in several ways, all of which are inadequate. In communications with some owners of the Class Laptops, HP has

stated that a hardware assembly issue was causing the hinge cracking and panel separation problems.⁹ Despite acknowledging the Defect in this fashion, Defendant has been unable or unwilling to address the true scope and pervasive nature of the Defect in the Class Laptops.

20. HP's laptop computers are covered by a limited warranty (the "Limited Warranty"), which warrants that HP products are free of defects in material and/or workmanship and that HP will repair the product, or if it is unable to repair the product, replace or refund the purchase.

21. The Defect manifests both inside and outside of the warranty period. Defendant has been unable to fix the Defect during the warranty period and routinely refuses to repair the Defect free of charge outside the warranty period.

22. Many consumers complaining to HP about the Defect were told that the issue was caused by user error and HP refused to provide complementary repair. Many other purchasers of the Class Laptops have sent their computers in for repair, only to find that the same issues crop up after the purported repairs, and/or in the next iteration of HP laptop owners purchased.

23. Despite being aware of the cause of the Defect, HP and its representatives have often engaged in, or directed frustrated customers to engage

⁹ <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580> (posted on 07/02/2021 at 6:50 AM)

in, ineffective repair methods.¹⁰ Many customers who attempted to exercise their rights under the warranty were told the hinge problems were the result of a hardware problem and were instructed to order and install replacement hinges from the HP Part store, which did not fix the Defect. And when HP accepted a Class Laptop for repair under warranty, it often replaced the hinges with the same part. None of these purported repairs remedied the hinge issues because none addressed the Defect.

24. Defendant marketed, promoted, and sold the Class Laptops as flexible, compact, and portable laptops featuring sleek design and mobility to support on-the-go, dynamic, and prolonged use.

25. Defendant knew that a material factor for consumers who purchased a Class Laptop was that the device was capable of handling frequent use and transportation and, in the case of the Envy 360 and Pavilion 360, possessed hinges capable of movement into various positions and angles.

26. The Defect, however, makes it difficult or impossible to open and close the Class Laptop, transport the laptop, or move the laptop smoothly into any of its advertised dynamic positions.

¹⁰ See, e.g., Response <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580> (posted on 7/2/2021 at 7:32 AM).

27. HP concealed from and/or failed to disclose to Plaintiff and the Class the defective nature of the Class Laptops and failed to remove the Class Laptops from the marketplace or take adequate action to remedy the Defect. Rather, HP sold and serviced the Class Laptops even though it knew, or was reckless in not knowing, that the Defect impacted the functionality of the Class Laptops and would ultimately result in Plaintiff's and Class members' inability to use their Class Laptops for their intended purpose.

28. Defendant's knowledge of the Defect is evident from the voluminous complaints lodged on Defendant's own online forum as well as Defendant's engagement with Class Laptop owners complaining of the Defect on the forum.

29. As a result of HP's unlawful, unfair, fraudulent, misleading, and deceptive practices, Plaintiff and other consumers have purchased HP's products under the mistaken belief that the Class Laptops possessed high quality, functional hinges that were capable of normal use without damaging the machine.

30. Had Plaintiff and the Class known the facts regarding the Defect in the Class Laptops, those facts would have been material to her and any reasonable consumer's decisions to purchase the Class Laptops at the price they paid for them.

31. Indeed, had Plaintiff and the Class known about the Defect at the time of purchase, they would have paid substantially less for their Class Laptops. Alternatively, they would not have purchased the Class Laptops and avoided the

significant out-of-pocket costs they have or will incur to repair or replace their Class Laptops once the Defect manifests.

32. As a consequence of HP's false and misleading statements, its active concealment of the Defect, and its failure to repair or otherwise address the Defect, Plaintiff and the Class have suffered injury in fact and actual damages in that the Class Laptops they purchased are unreliable and/or unusable for their intended purposes. As a direct and proximate result of the Defect, Plaintiff and the Class have also suffered or will suffer damages in the form of, *inter alia*: out-of-pocket expenditures for the replacement and attempted repairs of the Class Laptops; diminished value of the Class Laptops; time wasted attempting to repair the Defect; and the failure to receive the benefit of the bargain in their purchases of the Class Laptops.

33. Accordingly, Plaintiff seeks redress for Defendant's breaches of warranties and violations of New York General Business Law sections 349 and 350 and the common law of the state.

34. In furtherance of the public interest, and in order to remedy HP's wrongful conduct, Plaintiff brings this action as a class action, and asserts claims on behalf of herself and a class of similarly situated persons seeking money damages, equitable relief, and injunctive relief for Defendant's conduct described herein.

35. Because of the relatively small size of the typical individual Class members' claims, it is unlikely that individual Class members could afford to seek recovery on their own. This is especially true in light of the size and resources of Defendant. A class action is, therefore, the only reasonable means by which Class members can obtain relief.

PARTIES

36. Plaintiff Deborah Thelen is an individual citizen of the United States residing in New York City, New York and is otherwise *sui juris*.

37. Defendant HP Inc. is a Delaware corporation with its headquarters located at 1501 Page Mill Road, Palo Alto, California, 94304. Upon information and belief, HP Inc. is a global Fortune 500 company and one of the world's largest manufacturers and sellers of computers. Defendant HP Inc. utilizes the website www.hp.com/us-en/home.html and its related webpages, as well as resellers, to market and sell personal computers and related products directly to consumers throughout the United States. HP Inc. is registered to do business in New York and other states across the country.

JURISDICTION AND VENUE

38. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) and (6), this Court has original jurisdiction. The aggregated claims of the individual class members exceed the sum or value of \$5,000,000, exclusive of

interest and costs. This is a class action in which at least one member of the Class and Subclass is a citizen of a state other than the states in which Defendant is incorporated and has its principal place of business.

39. This Court has personal jurisdiction over this action because Defendant HP is a Delaware corporation.

40. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because Defendant HP resides within this District.

41. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendant.

STATEMENT OF FACTS

42. HP Inc. designs, develops, manufacturers, and sells personal computers, tablet computers, monitors, printers, workstations, and accessories.

43. HP Inc. operates in more than seventy countries and sells its products globally. HP's headquarters is in Palo Alto, California.

44. As of January 2021, HP Inc. was the world's second largest personal computer vendor by unit sales.

A. The Class Laptops

45. The laptop models which comprise the Class Laptops include a diverse line of HP's laptop computer products. However, all the Class Laptops

share and suffer from the same inherent defects in material and/or workmanship (defined above) as described in detail below.

46. HP launched the Envy family of computers in 2009.¹¹ In 2014, HP unveiled its 360-degree Convertible PC¹²—so named for its ability to assume multiple form factors due to a hinged screen. Since that time, HP has released at least 37 new laptop computers under the Envy and 360-degree Convertible brand names. The latest (2021) basic Envy models are priced at \$1,499.99 and \$1,099.99, for the 15” and 17” models, respectively. The latest (2021) convertible Envy models are only offered as 15” models and start at \$699.99.

47. The latest (2021) basic model of the 15” HP Pavilion is priced at \$619.99. The latest (2021) convertible model of the 15” HP Pavilion starts at \$699.99. The latest (2021) basic 15” and 17” HP Laptops are priced at \$329.99, and \$429.99 respectively.

48. Defendant represented, and continues to represent, to consumers that it had years of experience in the manufacture of computers and was in effect an expert in the manufacture, design, and use of computers.

¹¹ See Timeline of our history, <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

¹³ HP Worldwide Limited Warranty and Technical Support, https://www.hp.com/us-en/privacy/limited_warranty.html#2

49. Defendant's Limited Warranty "guarantees that it will repair, replace, or refund, at HP's option, an HP Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period".¹³ If "in the unlikely event that...HP determines it is unable to repair or replace the HP Hardware Product, HP, at its option, may elect to provide you with (a) a replacement unit selected by HP that is the same or functionally equivalent to your HP Hardware Product in performance or (b) to give you a refund or credit of your purchase price or lease payments (less interest) instead of a replacement. To the extent permitted by local law, this is your exclusive remedy for defective products."¹⁴

50. Defendant designed, manufactured, warranted, advertised, and sold Class Laptops to tens of thousands of consumers throughout the United States and, upon information and belief, disseminated marketing materials from its headquarters in California.

B. The Defect

51. Contrary to HP's representations, the Class Laptops are designed and manufactured with an inherent defect that compromises the computers' ability to open or close, be transported, or configured into any of its advertised dynamic

¹³ HP Worldwide Limited Warranty and Technical Support, https://www.hp.com/us-en/privacy/limited_warranty.html#2

¹⁴ *Id.*

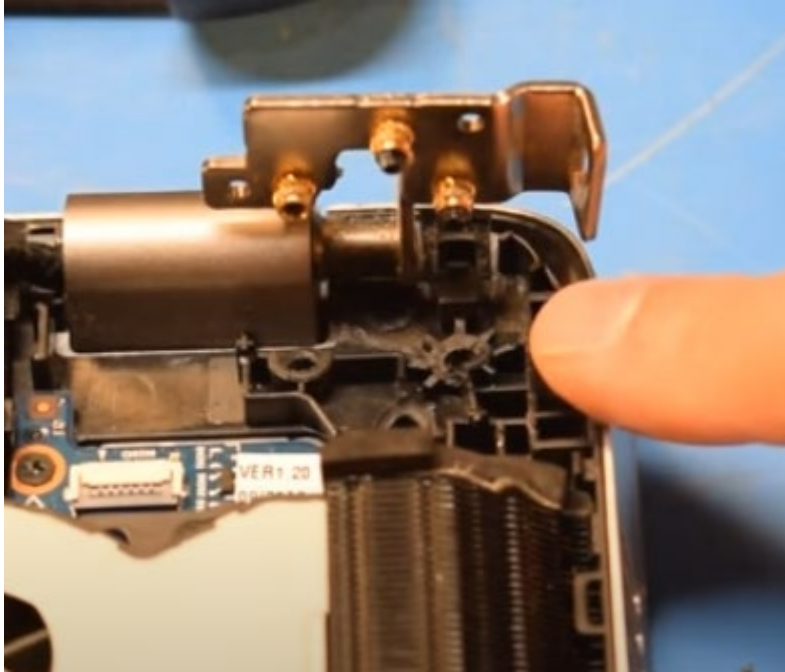
positions. Moreover, the damage to the hinge results in the screen, and its contents, sitting in a tilted position. Upon information and belief, the Defect is the result of ordinary stress on a vital component that is common in the Class Laptops.

52. While the hinges are connected to the Class Laptops using brass screws, the screws are held in place by fragile plastic. The fracture toughness of the plastic is too low for this application and reflects the overall lack of quality in the laptop's frame.

53. Because the hinges are anchored to the Class Laptops with poorly designed parts constructed from weak plastic, the ordinary opening or closing of the laptop results in friction between the brass and weak plastic. This, in turn, wears and cracks the plastic anchors — thus destabilizing the hinges. During ordinary use of the machine, the Defect causes part or all of the hinge anchors to crack, snap, separate, break or otherwise fail.

54. Once the brass become unsecured from the plastic rings, they will not re-seat. Therefore, in the absence of an adequate fix, the Defect will only worsen as time progresses.

Image from YouTube Repair Video¹⁵



55. Once the Defect manifests, use of the computer is, at best, difficult, and often impossible because the user cannot transport, open or close, or adjust their laptop. Since the Defect impairs the user's ability to view the visual interface to the machine and impairs or prevents the portability of the laptop, it renders the device partially or wholly unusable.

56. According to Plaintiff and other owners of Class Laptops who have experienced the Defect, the hinge problems are triggered and exacerbated when the laptop monitor is opened, closed, or adjusted — such as when the user folds the

¹⁵ Laptop Hinge Repair - HP Envy - YouTube; *available at* <https://www.youtube.com/watch?v=cyaZ-7rUFmQ>. Last visited on November 2, 2021.

monitor down towards the keyboard or, in the case of the 360-degree Convertible models, the monitor is folded into tent or tablet mode.

57. The Defect is often initially identified by crunching sounds when the devices are opened as well as plastic debris falling from the Class Laptops. Soon thereafter, the hinge becomes increasingly inoperable.

58. Consequently, the Class Laptops are not fit for their intended purpose and cannot perform in accordance with HP's marketing materials and warranties.

59. The Defect has impacted many other purchasers of the Envy, Envy 360, Pavilion, Pavilion 360, and HP Laptops. For example, on April 18th, 2020, a forum member created a thread entitled "Broken hinge attachment" and wrote:

I bought the 17-BY1008CA less than a year ago...The way the laptop has been designed the entire weight of the monitor is resting on two hinges that are attached to cheap plastic. It is basically designed so that if the laptop is open the weight slowly pulls the screws out of where they are attached and pushes up through the housing causing everything to break...My laptop sits on my desk or on my lap in my home. It is lifted by the bottom using two hands...I have to use clamps to hold it together as it has already snapped the housing. I spent \$700 on this laptop it should not break by itself.¹⁶

60. In the same thread, another customer replies: "My issue is similar...Two days ago (8 months after receiving my laptop back from repairs) the

¹⁶ See TheLastPrincess, Comment to *Broken hinge attachment*, HP COMMUNITY (Apr. 18, 2020, 9:09 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge-attachment/m-p/7560795>

hinge broke a second time. The first hinge incident occurred just over a year after purchase. I have never dropped it or handled it roughly. I used it to read an article for school the other evening, then closed it. The next morning it cracked as I attempted to open it”.¹⁷

61. In another thread on the HP Forum created on February 15, 2021, entitled “Broken hinge,” a customer wrote:

I purchased a \$1100 envy360 in 2018. The laptop is not two years old so it's a year out of warranty. I was using it last night and the left side hinge broke from the inside out. I called hp and they said because it's out of warranty I would have to pay \$500 to have it fixed which would take over a month. I am a college student I don't have \$500 or a month to get my laptop fixed...I have...NEVER dropped it. I'm so disappointed that HP won't stand behind their products and do the right thing and fix it for free. The laptop should last longer than two years before it starts to fall apart.¹⁸

62. In the same thread, another customer responded, that they were “having the same problem.”¹⁹

63. In another thread posted on January 21, 2021 titled “Broken left hinge and corner”, a customer wrote about their Pavilion HP Notebook:

¹⁷ See Royal_Code, Comment to *Broken hinge attachment.*, HP COMMUNITY (Apr. 29, 2020, 2:21 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge-attachment/m-p/7560795>

¹⁸ See Kristen131, Comment to *Broken hinge*, HP COMMUNITY (Feb. 15, 2021, 12:26 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7977304>

¹⁹ See Milhome, Comment to *Broken hinge*, HP COMMUNITY (Feb. 16, 2021, 5:36 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7977304>

“I have an HP laptop that is cracked on the upper left corner. The hinge has also broken and I have to leave the lid open. I have not dropped the laptop and it seems that other people have posted this same issue.”²⁰

64. Another customer responded to this post, writing

“I have the exact same issue but the response HP gives is that it is out of warranty and they will repair for \$300!! That is unacceptable!! This is clearly a design/manufacturing flaw HP is aware of and won’t stand by their product? This is a terrible way to handle your business and customers.”²¹

65. On the HP Forum there are thousands of distinct complaints detailing the issues caused by the Defect. Below are a few such examples of such threads pertaining to the Class Laptops, each one created by a different consumer and containing a multitude of testimonials regarding the issues created by the Defect:

66.17-Bs019cy (2PB35UA) Broken hinge (created November 29, 2020).²²

²⁰ See Andrew141, Comment to *Broken left hinge and corner*, HP COMMUNITY (Jan. 21, 2021, 3:02 PM), <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Broken-left-hinge-and-corner/m-p/7945435>

²¹ See JackP5, Comment to *Broken left hinge and corner*, HP COMMUNITY (Apr. 7, 2021, 6:18 PM), <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Broken-left-hinge-and-corner/m-p/7945435>

²² See Awilliams9103, Comment to *Broken hinge*, HP COMMUNITY (Nov. 29, 2020, 8:05 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7874642>

67. HP 17” Laptop – By0053cl HP Laptop Hinge completely broken and laptop will not close – Unacceptable! (created July 1, 2021).²³

68. HP 17-By1003na Full-HD Laptop Product 7GR46EA#ABU HINGE ON RIGHT SIDE OF LAPTOP BROKEN (created September 30, 2020).²⁴

69. HP Laptop 17-By001st Horrible HP Experience – HP wants me to pay \$190 to fix their faulty product (created August 22, 2020).²⁵

70. Pavilion Laptop 15 Broken hinge (created August 3, 2020).²⁶

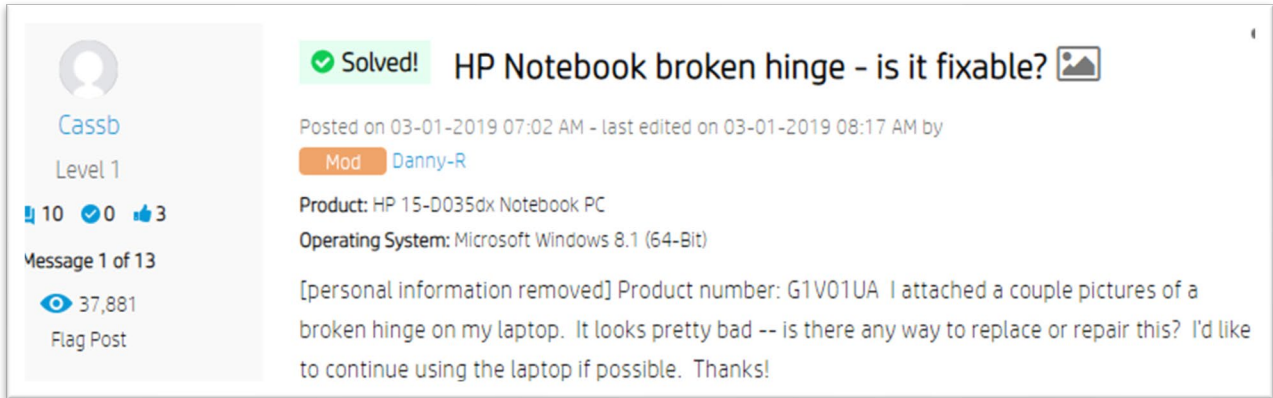
²³ See Jim491, Comment to *HP Laptop Hinge completely broken and laptop will not close - Unacceptable!*, HP COMMUNITY (July 1, 2021, 10:18 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580>

²⁴ See LEWIS_STRUTHERS, Comment to *HINGE ON RIGHT SIDE OF LAPTOP BROKEN*, HP COMMUNITY (September 30, 2020, 2:06 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HINGE-ON-RIGHT-SIDE-OF-LAPTOP-BROKEN/m-p/7799660>

²⁵ See Ish197, Comment to *Solved! Horrible HP Experience - HP wants me to pay \$190 to fix their faulty product*, HP COMMUNITY (August 22, 2020, 11:11 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Horrible-HP-Experience-HP-wants-me-to-pay-190-to-fix-their/m-p/7743128>

²⁶ See Van47, Comment to *Solved! Broken hinge*, HP COMMUNITY (July 3, 2020, 10:35 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7670952>

71. HP 15-D035dx Notebook PC HP Notebook broken hinge – is it fixable? (created March 1, 2019).²⁷ The user provided the below images of the Defect.



²⁷ See Cassb, Comment to *Solved! HP Notebook broken hinge - is it fixable?*, HP COMMUNITY (March 1, 2019, 7:02 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Notebook-broken-hinge-is-it-fixable/m-p/7036976>



72. HP Notebook – 17-By1062st Broken hinge on my laptop (created March 12, 2021).²⁸

73. HP Gaming Pavilion – 15-Cx0140tx HP Gaming Pavilion – 15-cx0140tx = Hinges broken with Pieces coming out broken! (created June 30, 2021).²⁹

74. Pavilion 15-Cs0053cl Left hinge broken (created July 9, 2020).³⁰

²⁸ See Ebfoerster, Comment to *Solved! Broken hinge on my laptop*, HP COMMUNITY (March 12, 2021, 2:50 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge-on-my-laptop/m-p/8006416>

²⁹ See Jaisan, Comment to *Solved! HP Gaming Pavilion - 15-cx0140tx = Hinges broken with Pieces coming out broken*, HP COMMUNITY (June 30, 2021, 12:59 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Gaming-Pavilion-15-cx0140tx-Hinges-broken-with-Pieces/m-p/8100345>

³⁰ See kmkeenana, Comment to *Solved! Left hinge broken*, HP COMMUNITY (July 9, 2020, 4:27 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Left-hinge-broken/m-p/7680094>

75. HP ENVY X360 Left Hinge on HP ENVY x360 Broken (created July 12, 2021).³¹
76. HP Notebook Broken left rear hinge (created June 4, 2021).³²
77. Notebook 15-Bs121nr broken hinge (created December 18, 2019).³³
78. HP Notebook – 15-Bs113dx Broken hinges (created January 15, 2021).³⁴
79. HP Laptop 17z Broken hinges (created December 6, 2020).³⁵
80. Pavilion 15-Cs3019nl HP Pavilion – 15-cs3019nl – Screen Hinges Broken – Display Bezel Broken (created January 27, 2021).³⁶

³¹ See RNAGY111, Comment to *Solved! Left Hinge on HP ENVY x360 Broken*, HP COMMUNITY (July 12, 2021, 6:57 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Left-Hinge-on-HP-ENVY-x360-Broken/m-p/8110870>

³² See NYMetsNo1, Comment to *Broken left rear hinge*, HP COMMUNITY (June 4, 2021, 4:47 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-left-rear-hinge/m-p/8080837>

³³ See Dismayed-Too, Comment to *Solved! Broken hinge l*, HP COMMUNITY (Dec. 18, 2019, 8:32 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/broken-hinge-l/m-p/7345099>

³⁴ See Joanne09, Comment to *Broken hinges*, HP COMMUNITY (Jan. 15, 2021, 7:04 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinges/m-p/7937049>

³⁵ See AKIcehouse, Comment to *Broken hinges*, HP COMMUNITY (Dec. 6, 2020, 4:41 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinges/m-p/7883787>

³⁶ See Gianmarco18, Comment to *Solved! HP Pavilion - 15-cs3019nl - Screen Hinges Broken - Display Bezel Broken*, HP COMMUNITY (Jan. 27, 2021, 10:49 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Pavilion-15-cs3019nl-Screen-Hinges-Broken-Display-Bezel/m-p/7952645>

81. Pavilion Gaming Laptop 15-Cx0xxx HP Pavilion Gaming Laptop 15 hinge broken just a year and a half after purchase (created April 25, 2020).³⁷
82. HP Notebook – 17-Bs001no Hp left hinge broken (created April 10, 2019).³⁸
83. Pavilion Gaming Laptop 15-Cx0020nr Broken hinge mount on Pavilion gaming laptop (created May 20, 2020).³⁹
84. Hp-Bs023ca Hinge broken (created April 14, 2021).⁴⁰
85. Broken left hinge on my HP 17-bs0xx (created July 7, 2021).⁴¹

³⁷ See James311, Comment to *Solved! HP Pavilion Gaming Laptop 15 hinge broken just a year and a half after purchase*, HP COMMUNITY (March 25, 2020, 8:50 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Pavilion-Gaming-Laptop-15-hinge-broken-just-a-year-and-a/m-p/7574227>


³⁸ See Elvijs, Comment on *Solved! Hp left hinge broken*, HP COMMUNITY (March 10, 2019, 9:13 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-left-hinge-broken/m-p/7085264>

³⁹ See Voo-Du_3, Comment on *Solved! Broken hinge mount on Pavilion gaming laptop*, HP COMMUNITY (May 20, 2020, 2:51 PM), <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Broken-hinge-mount-on-Pavilion-gaming-laptop/m-p/7615274>

⁴⁰ See T1T2T3, Comment on *Hinge broken*, HP COMMUNITY (April 14, 2021, 12:59 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Hinge-broken/m-p/8037757>

⁴¹ See Gina3793476, Comment to *broken left hinge on my HP 17-bs0xx*, HP COMMUNITY (July 7, 2021, 10:31 AM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/broken-left-hinge-on-my-HP-17-bs0xx/m-p/8106517>

86. HP Envy x360 Screen Popped Out/Broken Hinge (created April 4, 2020).⁴² The post provided the below images of the Defect.



Alasia-M
New member
2 0 0
Message 1 of 6
1,168
Flag Post

HP Envy x360 Screen Popped Out/Broken Hinge

Posted on 04-04-2020 08:32 PM

Product: HP Envy X360 Convertible PC
Operating System: Microsoft Windows 10 (64-Bit)

I have had this computer for a while -- a year I believe. No drops. Always used and transported with care. Used it today in tablet mode (something I rarely ever do), and the right side of the screen (where the time and date are) popped out of the screen. I see that this is a very common issue and want to know the next steps I should take. I'm afraid to close my



computer out of fear of making it worse.

⁴² Alasia-M, Comment to *HP Envy x360 Screen Popped Out/Broken Hinge*, HP COMMUNITY (April 4, 2020, 8:32 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Envy-x360-Screen-Popped-Out-Broken-Hinge/td-p/7536339>





87. Purchasers of the Class Laptops have also posted similar accounts on many other internet forums.⁴³ For example, the below reddit post concerning an Envy 360 illustrates the damage caused by the Defect.⁴⁴

⁴³ See, e.g., truecrtiq, Comment on , *HP Envy x360 Laptop right hinges so fragile-it BROKE in 3 months.*, R/AMDLAPTOPS (Jan. 14, 2021, 6:22 AM), https://www.reddit.com/r/AMDLaptops/comments/kx3tw7/hp_envy_x360_laptop_right_hinges_so_fragileit/

⁴⁴ *HP Envy x360 Hinge Issue. Closed my laptop the other day and a screw popped out and now the hinge is broken. I can see that the other 3 screws are in place on the bracket, but have also become unglued from the case. How should I fix this? Was quoted \$200 from HP.* R/HEWLETT_PACKARD (Mar. 23, 2019, 4:59 PM), https://www.reddit.com/r/Hewlett_Packard/comments/b4o6g9/hp_envy_x360_hinge_issue_closed_my_laptop_the/

HP Envy x360 Hinge Issue. Closed my laptop the other day and a screw popped out and now the hinge is broken. I can see that the other 3 screws are in place on the bracket, but have also become unglued from the case. How should I fix this? Was quoted \$200 from HP.

//Question



88. The Defect manifests both inside and outside of the warranty period. As illustrated above, Defendant is unable to adequately fix the Defect during the warranty period and routinely refuses to repair the Defect free of charge outside of the warranty period.

C. HP's Exclusive and Early Knowledge of the Defect

89. HP forum activity makes clear that Defendant has been on notice of the Defect in the Class Laptops since at least 2014 through complaints made to the HP Forum.

90. The forum page “17” HP Envy Coming apart at the left near screen hinge” (first posted October 27, 2014)⁴⁵, and the nearly 200 customer posts on it, demonstrates that the Defect was both pervasive and reported to Defendant back in 2014:



⁴⁵ Jude_Love, Comment to *17\" HP Envy Coming apart at the left near screen hinge* HP COMMUNITY (Oct. 27, 2014, 4:44 AM), [17\" HP Envy Coming apart at the left near screen hinge - HP Support Community - 4651990](#)

Hello HP,

I am deeply concerned - I bought a 17" HP envy but less than a year since , the laptop is coming apart at the bottom near the Hinge for the screen to the left. I am afraid to open it because it makes a "pop" sound every time I open the screen.

God knows I have been extra careful with this laptop. Yopu will not find a scratch on it from bangs or things like that but am deeply scared of this 1200\$ piece falling apart not even a year into my using it.



Jude_Love

Author

Level 3

12 0 17

Message 8 of 188

Flag Post

Posted on 07-25-2015 12:37 AM

The disintegrating hinge threw lots of debris inside mine. The fun was always crunching and throwing out plastic parts. Every time i opened or closed it, i would hear plastic parts snapping. Subsequently half of my keyboard died. Much as i loved it, i had to settle for a Mac with much lower specs.



Naggs20

Level 2

Posted on 07-27-2015 05:14 PM

Same thing is happening to me. The corner of the left hing pulls apart every time I open my 17" HP Envy. For \$1200 I would expect this computer to last longer than a year.



Dmorga

New member

3 0 0

Message 25 of 188

Posted on 09-23-2015 07:33 PM

Same issue. I called support and they said my warranty expired and then moved right into trying to sell me on a repair package. After reading all this, I don't think I want a repair, as this looks like an engineering failure. If they fix it, how long will it last? Paying for a repair seems like good money after bad. Too bad too, we have two HP laptops and an all in one desktop. I hate to turn on them, but I don't think I can ever buy another one after this.



DH754

Level 2

9 0 8

Message 29 of 188


Flag Post

Posted on 12-14-2015 03:11 PM

Yeah, it's quite sad that the hinge is connected with cheap plastic, if the hinge AND the spot where it's connected was made of metal, this wouldn't be a problem.

This is on you HP!






Asampson87
New member
0 0 1
Message 59 of 188
Flag Post

Posted on 06-15-2016 05:21 PM

I'm having the exact same problem. First I noticed a screw missing. Then started hearing something jingling around, which it turns out was the part the screw screwed into. Then the hinge started popping every time I open the laptop. It's gotten to the point where it is now happening on both sides, but primarily the left. Normally it can be popped back together, but sometimes it doesn't work. Looking through the forums this seems to happen to hundreds if not thousands of these models.




M74cran
New member
2 0 1
Message 87 of 188
Flag Post

Posted on 10-16-2016 03:35 PM

Mine was fixed once already under warrenty, it's broke again and now out of warrenty

1



Waniac
New member
5 0 0
Message 111 of 188
Flag Post

Posted on 02-10-2017 09:24 PM

Hello, I am an owner of an HP Envy laptop that also seems to have the same issue. Recently the hinge on the left side, below the power button has begun to come apart despite relatively light use. I have been careful whenever using the laptop and rarely transport the laptop out of my home. I believe my warranty is expired, but am wondering if HP can provide any type of support for what seems like a widespread design flaw. Thank you.

0

91. Customer complaints continued on other HP forum pages, as demonstrated in the below images from a forum entitled “Hinges” (first posted February 16, 2016):⁴⁶

⁴⁶ CarlaMaria, Comment to *Solved: Hinges*, HP COMMUNITY (Feb. 16, 2016, 10:38 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Hinges/td-p/5502838>



CarlaMaria

Level 2

5 1 6

Message 1 of 27

2,233

Flag Post

Solved! Hinges

Posted on 02-16-2016 10:38 PM

Product: HP Envy Touchsmart 15**Operating System:** Microsoft Windows 10 (64-Bit)

I've had my HP Envy for two years. I am the sole user of this laptop. The left hinge broke after a few short months. It was stationary -- on a desk and never transported, therefore never dropped and obviously defective. I was told that hinge replacement is not covered under warranty, so I made the decision to tolerate it since I didn't want to be without it for an indefinite period of time and also felt the estimated \$250 in repair was unreasonable.

A few weeks later, the right hinge broke causing a significant separation in the case. This past weekend, the keyboard began to fail. Some of the letters do not register and have to be copied and pasted (you can appreciate how long it is taking me to write this!). I took it into a repair shop today hoping to have a replacement keyboard installed and was told they would not be able to help me because they felt they would not be able to put it back together as a result of the damage caused from the failing hinges. They felt the best option, all things considered, would be to purchase a wireless keyboard and resign myself to the idea that what I have here is a desktop.

HP... take responsibility for these failing hinges without your normal fee. You created a DEFECTIVE product with a substandard design, rendering an otherwise fantastic laptop useless. This is a widespread problem that should not have to be accepted from customers who are investing over \$1000 in this product.



D3ADM4N

Level 2

8 1 5

Message 7 of 27

Flag Post

Posted on 07-24-2016 05:49 PM

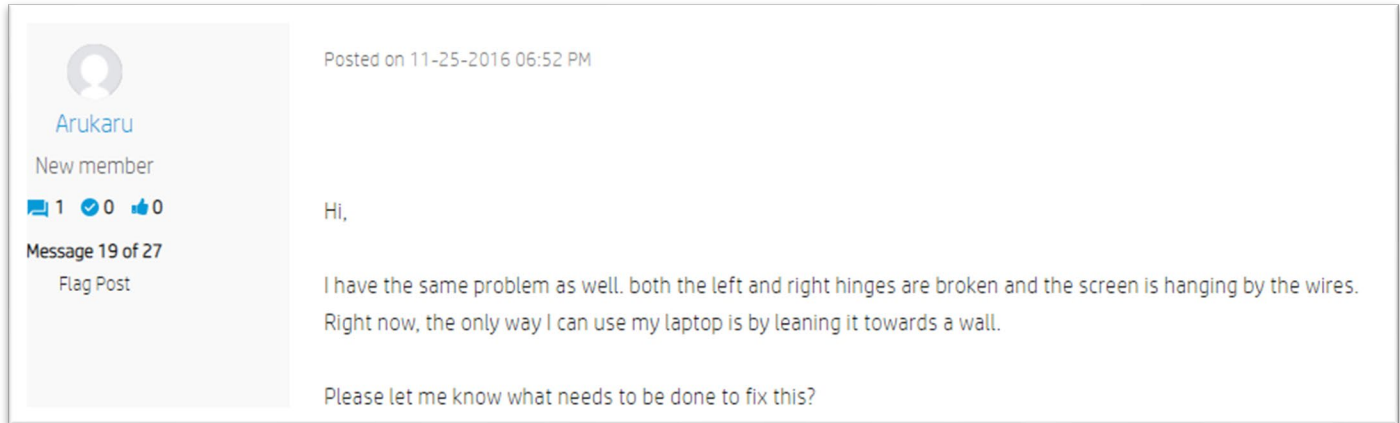
My left hinge on my HP Envy 17" broke today when I opened it.

I have taken very very good care of this machine since I paid around \$1000+ for it.

This is crap. The plastic that holds the brass inserts for the hinge screws fell all to pieces. If they won't recall them or do something to fix it I'm done. I have been buying HP's for years.

It's sickening to say the least.

I7, GeForce, maxed memory all in a piece of **** case. I am highly highly disappointed right now.



92. Defendant's failure to improve its material and/or workmanship is evident in the below continued complaints on the HP forum page "Replacement Hinges Question" (first posted January 24, 2018)⁴⁷:



⁴⁷ Ben93, Comment to *Solved: Replacement Hinges Question*, HP COMMUNITY (Jan. 24, 2018, 6:55 AM), <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Replacement-Hinges-Question/m-p/6531071>



93. As the years progressed, the number of complaints on HP forum sites climbed drastically, as discussed in the excerpts below from “HP Envy Hinge Issues - Has HP acknowledged this is a known issue yet? (5+ years and counting)” (first posted July 16, 2018)⁴⁸:

⁴⁸ ThatGeekGirlAU, Comment to HP Envy Hinge Issues - Has HP acknowledged this is a known issue yet? (5+ years and counting), HP COMMUNITY (July 16, 2018, 11:53 PM), <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Envy-Hinge-Issues-Has-HP-acknowledged-this-is-a-known/td-p/6759803>



ThatGeekGirlAU

Level 2

15 0 8

Message 1 of 13

10,396

Flag Post

HP Envy Hinge Issues - Has HP acknowledged this is a known issue yet? (5+ years and counting)

Posted on 07-16-2018 11:53 PM

Product: HP ENVY 15 TS
Operating System: Linux

Judging by the forums (with over 2000 separate instances of HP Envy Hinge issues) has HP formally acknowledged that this is a clear and definite design flaw/defect/manufacturing issue in the Envy series?

My own notebook has succumbed to joining the ranks of being an "affected unit" despite normal usage, never dropping it, low-transport (and in the rare case it ever did get moved only in an expensive protective laptop-specific leather bag).

The hinges have finally after a few years of normal usage at a desk (well supported) given way, causing the screen to drop, it's unable to stay up on its own, the top and base casing has come apart, the reinforcements can be seen through the cracks in the unit casing, the charger point now does not stay in (as the force from the gap being too wide pushes it out), the battery thus does not charge anymore or retain charge (i.e. removing the power cord makes the unit shut down, despite that the battery states it's at 100% charge - it clearly isn't actually charging), the ethernet point is pulled apart and not usable, and both sides of the unit now are gradually becoming more and more compromised.

Has anyone ever actually received an appropriate outcome? A fix that is permanent and will not put the unit through a cycle of repeating the same hinge failures? Or has anyone successfully had HP take responsibility for this clearly demonstrated flaw, and provided a replacement/offer of an equivalent unit that does not feature these defects?





ThatGeekGirlAU

Author

Level 2

15 0 8

Message 9 of 13

Flag Post

Posted on 07-27-2018 07:56 PM - last edited on 07-27-2018 08:01 PM by [Mod](#) [Rick-S](#)

Unacceptable HP!

I finally received a response from Shravan at "HP Premium Support" and I am extremely angered and upset by the response.

"This mail is in regards to case:[removed per Rules Of Participation] which you had reported issue with Hinges and Display on HP ENVY TS 15-j007AX NB PC ALL

We have reviewed the case and the images which was shared by you. And also we had elevated this case to L2 team and its confirmed that the issue is due to User Induced Damage

Hence service will be on chargeable basis, please revert to this mail if you wish to proceed with the service on chargeable basis"

This issue was NOT caused by "user induced damage".

This is caused by, like over 4000 people between 2013 and 2018, the design flaw/manufacturing defect of hinging, housing and construction of this article is prone to and/or results in such damage. The weight of the screen is not able to be retained without strain on the hinging until such a time they "give out".

[removed per Rules Of Participation]



94. HP claims that “When the products are serviced, it’s a goldmine of information for us. We harvest that information to help us understand how to test it better and what’s driving reliability.”⁴⁹

95. Despite Defendant’s awareness of the Defect and the wealth of information provided by disgruntled customers, HP has failed to reveal, repair, prevent or adequately respond to the Defect.

⁴⁹ HP Total Test Process Testing - HP Inc Video Gallery - Products (brightcovegallery.com), <http://hp.brightcovegallery.com/products/detail/video/4567149706001/hp-total-test-process-testing?autoStart=true&page=0&q=Military>

96. Defendant knew that functionality, mobility, maneuverability and portability were, and continue to be, material factors for consumers purchasing a Class Laptop.

97. HP concealed from and/or failed to disclose to the public at large—including the Plaintiff and the Class—the defective nature of the Class Laptops and failed to remove the Class Laptops from the marketplace or take adequate action to remedy the Defect. Rather, HP sold and serviced the Class Laptops even though it knew, or was reckless in not knowing, that the Defect impacted the portability, mobility, and functionality of the Class Laptops and would ultimately result in Plaintiff's and Class members' inability to use their Class Laptops for their intended purpose.

98. Moreover, Defendant's omissions are accompanied by affirmative misrepresentations as to the Class Laptops' durability and portability. Defendant marketed, promoted, and sold the Class Laptops as "precision-crafted, high-performance notebooks".⁵⁰

99. The 360-degree Convertible PC was marketed as a 2-in-1 laptop with a touchscreen monitor that could be folded flat against the underside of the base of the machine.

⁵⁰ HP Timeline | HP® Official Site, *available at* <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

100. Specifically, HP stated that the 360-degree models offered “an affordable touch convertible PC that transforms the computing experience with a 360-degree hinge.”⁵¹

101. Defendant described its HP Laptops as “reliable” and “designed for long-lasting performance”, with a “compact, portable design”.⁵²

102. Defendant repeatedly emphasized the mobility of the Class Laptops with the following representations: “easy to take anywhere”⁵³; “built to keep you productive and entertained from anywhere”⁵⁴; “[a] compact laptop that makes it easy to get work done on the go with a Precision Touchpad, while the long battery life and HP Fast Charge let you keep moving”;⁵⁵ “[t]he Pavilion 15 Laptop packs more performance into a smaller profile, so you can get more done wherever you

⁵¹ See Timeline of our history, <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

⁵² See Work, Watch and Play All Day, June 4, 2018, <https://www.youtube.com/watch?v=KdB4v9ssdIY>

⁵³ HP Laptop 17-ca3097nr (2C5B7UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-laptop-pc-17-ca3000-%281c0g7av%29>

⁵⁴ HP Laptop -15t-dw300 (1B9N3AV_1), <https://www.hp.com/us-en/shop/pdp/hp-laptop-15t-dw300-touch-optional-1b9n3av-1>

⁵⁵ HP Pavilion Laptop 15-eh1097nr (3F1F9UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-pavilion-laptop-15-eh1097nr>

go.... so you can do more and enjoy entertainment wherever you go”⁵⁶; “[c]reate on-the-go, anytime, anywhere and whenever inspirations strikes.”⁵⁷

103. Defendant further provides assurances to customers regarding the HP Laptops’ durability and HP’s pre-sale diligence by stating that “extensive quality testing ensures that you can keep going...and going.”⁵⁸

104. Defendant also promoted its quality assurance and the durability of its products by inviting technology reporters to its testing facility.⁵⁹ The tour demonstrated a variety of testing devices designed to ensure durability and longevity, including: a pulley system designed to slam laptops into a hard surface; a platform that vibrated the laptops rapidly; equipment used to send electric shocks into the laptops; and a freezer for temperature testing.⁶⁰

105. Most importantly, HP also represented to the attendees that the durability of the laptop hinges was tested by opening and closing the laptops “typically from minimum angle to maximum angle” 27,000 times.⁶¹

⁵⁶ HP Pavilion Laptop 15-eh1097nr (3F1F9UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-pavilion-laptop-15-eh1097nr>

⁵⁷ HP® ENVY 17 Laptops, <https://www.hp.com/us-en/shop/mdp/laptops/envy-17-344517--1#!&tab=features>

⁵⁸ HP Laptop - 17-ca2097nr (2Y438UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-laptop-17-ca2097nr>

⁵⁹ Inside HP Labs of Destruction! (archive.org), <https://web.archive.org/web/20150918232024/https://www.chipchick.com/2014-07-inside-hp-labs-destruction.php>

⁶⁰ *Id.*

⁶¹ *Id.*

Photograph of Defendant's Hinge-Testing Operations in 2014⁶²



Photograph of Defendant's Hinge-Testing Operations in 2011⁶³



106. Defendant's assurances regarding the durability of its products continues to this day. HP's website includes a video entitled "HP Total Test

⁶² *Id.*

⁶³ HP Durability Tests - YouTube, <https://www.youtube.com/watch?v=bM7yw-y3BB0>

Process”.⁶⁴ This video describes Defendant’s product testing procedures and presents HP products as having gone through an “exhaustive set of tests that are designed to replicate the full product life cycle in a short period of time”.⁶⁵

107. HP claims that their product testing consists of “115,000 hours of testing on each model.”⁶⁶

108. Once again, HP portrays its hinges as tested to survive long-term usage. “Take a notebook for example. One of the things that everybody has to do is open and close it. If you’re expected to open and close that notebook 10,000 times, we’ll test it to 50,000.”⁶⁷

Image of Screens Being Opened and Closed as Part of Hinge Testing on HP’s Website⁶⁸

⁶⁴ HP Total Test Process Testing - HP Inc Video Gallery - Products (brightcovegallery.com), <http://hp.brightcovegallery.com/products/detail/video/4567149706001/hp-total-test-process-testing?autoStart=true&page=0&q=Military>

⁶⁵ *Id.*

⁶⁶ *Id.*

⁶⁷ *Id.*

⁶⁸ *Id.*

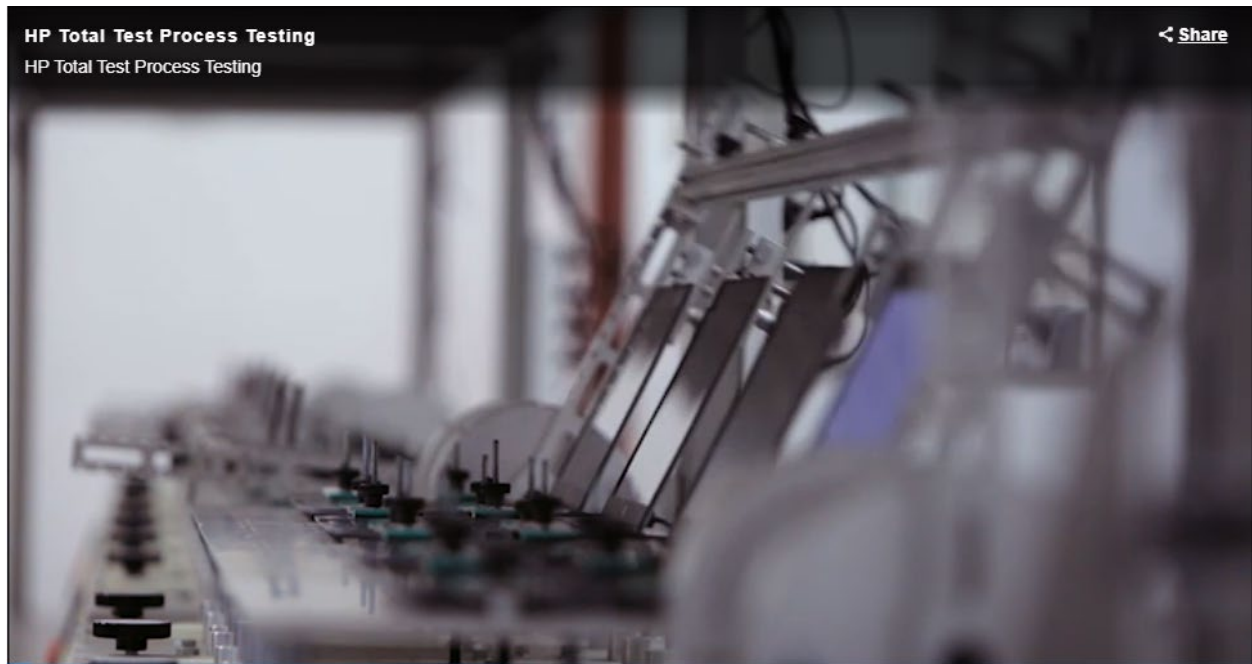


Image of Screens Being Opened and Closed as Part of Hinge Testing on HP's Website⁶⁹

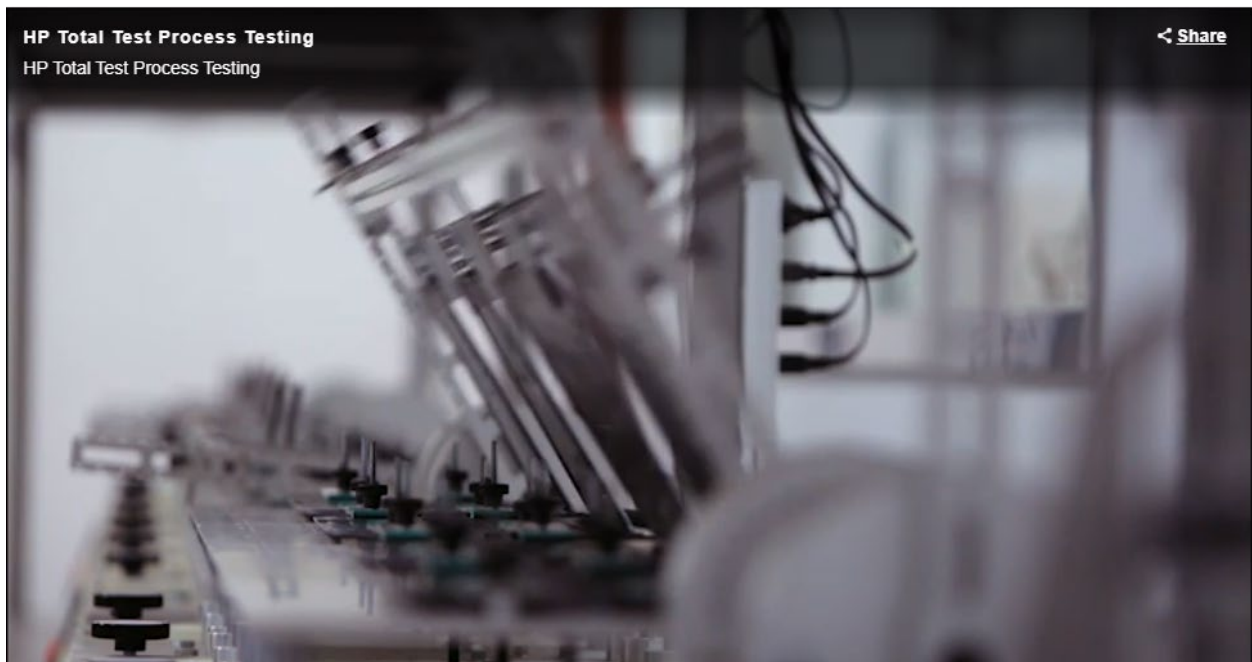
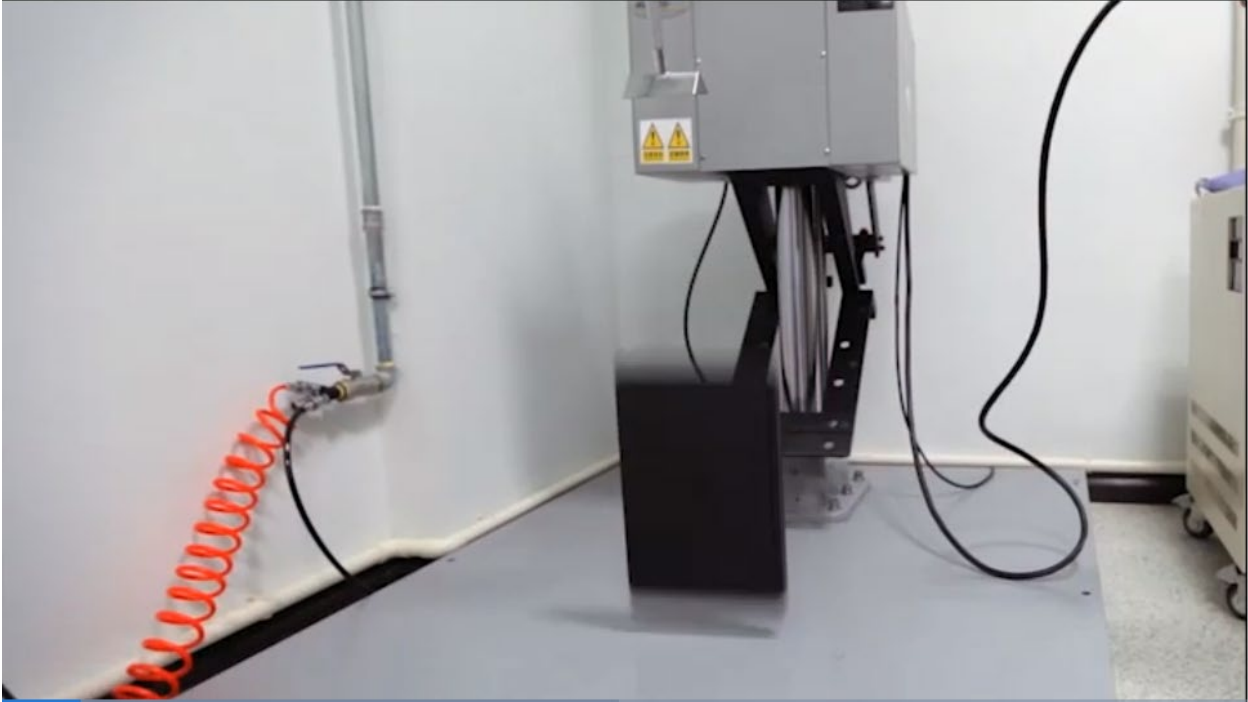


Image of Laptops Being Dropped as Part of Quality Testing on HP's Website⁷⁰

⁶⁹ *Id.*

⁷⁰ *Id.*



109. HP further assures customers that “after all that’s done, we do low-level evaluations. We take a look at each of the subsystems at a component level to make sure that there is nothing that could causes issues in the future.”⁷¹

110. HP also warrants to consumers that “you can be confident if you buy HP’s product it’s going to work with what you’ve already got and what you’re going to buy.”⁷²

111. Defendant marketed, promoted, and warranted that the Class Laptops were premium computers, able to perform the tasks of opening and closing,

⁷¹ *Id.*

⁷² *Id.*

withstand transportation, and furthermore able to perform all of the basic functions of similar laptops of their class.

112. Plaintiff and Class members purchased their Class Laptops to be used for mobile computing purposes like those portrayed by Defendant in its marketing materials for all of the Class Laptops.

113. Because the defective materials are fully enclosed within the Class Laptops and the Defect is only revealed by laptop use, testing, or disassembly, reasonable consumers could not discover the Defect prior to purchase.

114. It is likely that many of the Class Laptops will be used or purchased by unsuspecting members of the putative class, and injunctive relief could prevent harm to those who remain unaware of the Defect which can render the Class Laptops useless. Further, potential Class-wide notice may inform Class members of potential remedies that they may not be aware of.

115. As the Defect likely results from the defects in material and/or workmanship the Class Laptops—*i.e.*, the use of flimsy plastic material to mount the laptop hinges—replacing the broken hinges with identical ones is unlikely to fully remedy the Defect.

D. Plaintiff's Defective HP Laptops

116. Plaintiff Thelen is a citizen of New York and resides in New York City, New York.

117. Plaintiff Thelen purchased an HP 17 Laptop for her personal use on December 16, 2019, for \$631.46, from Best Buy.

118. Plaintiff Thelen had been using her laptop for less than year when she noticed the machine made a popping sound when she opened or closed the lid. Shortly after the noise manifested, the right hinge holding the two panels of the laptop together snapped entirely. The top and bottom panels of the laptop are now held together only by wiring; as such, it does not stay open, cannot be transported, and has been rendered wholly unusable.



119. Plaintiff used and maintained her Class Laptop in a manner typical of a reasonable consumer.

120. Plaintiff was unaware of, and lacked a reasonable means of discovering, the Defect.

121. If Plaintiff had been told of the Defect and the deceptive manner in which HP would (a) conceal the Defect, and (b) misrepresent its quality, durability, and portability, Plaintiff would not have purchased the Class Laptop, or would have paid substantially less for it.

122. HP has long been on notice of the Defect. As detailed herein, multiple class members have contacted HP, yet HP has failed to remedy the Defect under its warranties. Moreover, HP was previously sent a notice letter seeking remedies for, among other things, its failure to remedy the Defect under its warranties. HP did not respond to that letter, and, through counsel, refused to remedy the Defects under its warranties. Finally, Plaintiff, through counsel, sent a notice letter seeking correction of the Defect under HP's warranties.

123. Plaintiff remains very interested in purchasing another HP laptop in the future and would consider doing so if she felt confident that HP would correct the problems discussed herein and throughout this Complaint.

CLASS ACTION ALLEGATIONS

124. Plaintiff brings this lawsuit on behalf of herself and all similarly situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and/or 23(c)(4). The classes consist of:

- a. The Nationwide Class:** All purchasers in the United States who purchased a Class Laptop (the "Nationwide Class"); and

b. The New York Subclass: All purchasers in the state of New York who purchased a Class Laptop (the “New York Subclass”, and together with the Nationwide Class, the “Class”),

125. Plaintiff and Class members reserve the right to amend the Class definitions as discovery proceeds and to conform to the evidence. Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and its subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

126. **Numerosity:** Members of the Class are so numerous that their individual joinder is impracticable. Moreover, the Class is composed of an easily ascertainable, self-identifying set of individuals and entities who purchased Class Laptops. The precise number of Class members can be ascertained through discovery, which includes Defendant’s records. Plaintiff estimates the number of Class members to be in at least the tens of thousands. The disposition of their claims through a class action will benefit both the parties and this Court.

127. The proposed classes are ascertainable because they are defined by reference to objective criteria. In addition, and upon information and belief, the names and addresses of all members of the proposed class can be identified in business records maintained by Defendant.

128. **Commonality**: There are questions of law and fact common to the Class that will materially advance the litigation, and these common questions predominate over any questions affecting only individual Class members. Among the questions common to the Class are:

- a. Whether the Class Laptops suffer from a defect that causes the hinges to fail;
- b. The origins and implementation of, and the justifications for, if any, HP's policies and technology relating to the Defect and its manifestation in the Class Laptops;
- c. When HP became aware of the Defect in the Class Laptops and how it responded to that knowledge;
- d. Whether HP actively concealed and/or failed to notify consumers of the Defect in the Class Laptops;
- e. Whether Defendant knew of the Defect but failed to disclose the problem and its consequences to their customers;
- f. Whether a reasonable consumer would consider the Defect and its consequences to be material;
- g. Whether Defendant's conduct violates state consumer protection laws as asserted herein;
- h. Whether Defendant's sale of Class Laptops containing the Defect is an unfair, false, misleading, or deceptive act in the conduct of any trade or commerce;

- i. Whether Defendant breached the implied warranty of merchantability by selling the Class Laptops containing the Defect;
- j. Whether Plaintiff and the other Class members overpaid for their Class Laptops as a result of the Defect herein;
- k. Whether Plaintiff and Class members would have purchased their Class Laptops, and whether they would have paid a lower price for them, had they known that they contained the Defect at the time of purchase;
- l. Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies expended by members of the Class for replacement or repair of the Class Laptops; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Class Laptops as merchantable in the absence of the Defect, and as actually manufactured and sold possessing the Defect; and (iii) whether Plaintiff and the Class are entitled to all costs associated with repair and replacement of their Class Laptops; and
- m. Whether Plaintiff and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief.

129. **Typicality**: Plaintiff's claims are typical of the claims of the members of the Class, as all such claims arise out of Defendant's conduct in manufacturing, marketing, advertising, warranting, selling, and/or designing the Class Laptops. All

of Plaintiff's claims are typical of the claims of the Class because Plaintiff and all Class members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class members. Plaintiff and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct as described herein. Plaintiff are advancing the same claims and legal theories on behalf of himself and all absent Class members.

130. **Adequate Representation:** Plaintiff will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions including, but not limited to, consumer class actions involving, *inter alia*, breach of warranties, product liability, product defects, and state consumer fraud statutes.

131. **Predominance:** This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members.

132. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all

members of the Class is impracticable. Given the amount at issue for each Class member, individual suits would not be economically viable; however, should individual Class members bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the judicial system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

133. **Manageability**: Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

Count I

**Violation of the New York General Business Law § 349,
(N.Y. Gen. Bus. Law § 349)
(Asserted on behalf of the New York Subclass)**

134. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

135. Plaintiff Thelen brings this claim individually and on behalf of the proposed New York Subclass against HP.

136. Plaintiff Thelen and New York Subclass members are “persons” within the meaning of the New York General Business Law (“GBL”). N.Y. Gen. Bus. Law § 349(h).

137. HP is a “person, firm, corporation or association or agent or employee thereof” within the meaning of the GBL. NY. Gen. Bus. Law § 349(b).

138. Under GBL section 349, “[d]eceptive acts or practices in the conduct of any business, trade or commerce” are unlawful.

139. In the course of HP’s business, it failed to disclose and actively concealed the Defect in the Class Laptops with the intent that consumers rely on that concealment in deciding whether to purchase the Class Laptops.

140. By intentionally concealing the Defect while advertising the Class Laptops as superior and high quality in their material and/or workmanship, HP engaged in deceptive acts or practices in violation of GBL section 349.

141. HP’s deceptive acts or practices were materially misleading. HP’s conduct was likely to and did deceive reasonable consumers, including Plaintiff Thelen, about the true performance and value of the Class Laptop.

142. Plaintiff Thelen and New York Subclass members were unaware of, and lacked a reasonable means of discovering, the material facts that HP suppressed.

143. HP's actions set forth above occurred in the conduct of trade or commerce.

144. HP's misleading conduct concerns widely purchased consumer products and affects the public interest. HP's conduct includes unfair and misleading acts or practices that have the capacity to deceive consumers and are harmful to the public at large.

145. Plaintiff Thelen and New York Subclass members suffered ascertainable loss as a direct and proximate result of HP's GBL violations. Plaintiff Thelen and New York Subclass Members are entitled to recover their actual damages or \$50, whichever is greater. Additionally, because HP acted willfully or knowingly, Plaintiff Thelen and New York Subclass members are entitled to recover three times their actual damages. Plaintiff is also entitled to reasonable attorney's fees.

Count II
Violation of the New York General Business Law § 350,
(N.Y. Gen. Bus. Law § 350)
(Asserted on behalf of the New York Subclass)

146. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

147. Plaintiff Thelen brings this claim individually and on behalf of the proposed New York Subclass against HP.

148. N.Y. Gen. Bus. Law § 350 provides, in part, as follows: False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.

149. N.Y. Gen. Bus. Law § 350a(1) provides, in part, as follows:

The term ‘false advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions proscribed in said advertisement, or under such conditions as are customary or usual ...

150. HP’s labeling and advertisements of the Class Laptops were false and misleading in a material way, via affirmative statements and omissions as HP failed to reveal material facts in light of such representations or conduct.

151. Specifically, HP advertised the superior abilities of the Class Laptops and durability of the hinges, while omitting material information concerning the Defect.

152. This misrepresentation has resulted in consumer injury or harm to the public interest.

153. As a result of this misrepresentation, Plaintiff and members of the New York Subclass have suffered economic injury because (a) they would not have purchased the Class Laptops had they known the truth, and (b) they overpaid

for the Class Laptops on account of the misrepresentations and omissions that the Class Laptops' hinges were of superior quality, including in their material and/or workmanship.

154. By reason of the foregoing and as a result of HP's conduct, Plaintiff and Class seek to enjoin the unlawful acts and practices described herein, to recover their actual damages or five hundred dollars, whichever is greater, three times actual damages, and reasonable attorney's fees.

Count III
Unjust Enrichment/Restitution
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the New York Subclass)

155. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

156. HP has been enriched as a result of the conduct described in this Complaint.

157. HP received a benefit from Plaintiff and other members of the Class in the form of payment for products purchased on HP's website.

158. Retention of these benefits by HP would be unjust and inequitable because HP received these benefits by engaging in a false, deceptive, and misleading scheme to market the Class Laptops as premium, portable, fully functional machines and/or 2-in-1 laptop computers, and by engaging in the unlawful, unjust, and wrongful acts and practices described in this Complaint.

159. The benefits, in whole or in part, that HP received were not legitimately earned and came at the expense of Plaintiff and the other members of the Class.

160. HP knows that the above-described conduct is unjust, inequitable, and wrongful, but systematically engages in this scheme anyway in order to gain unfair advantages and reap unearned financial benefits.

161. HP is guilty of malice, oppression, and/or fraud through its willful and conscious disregard for the rights of Plaintiff and other Class Members.

162. Plaintiff and the Class Members are entitled to restitution and disgorgement of all amounts unjustly retained by HP, as well as other appropriate relief.

Count IV
Fraudulent Omission or Concealment
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the New York Subclass)

163. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

164. At all relevant times, HP was engaged in the business of designing, manufacturing, distributing, and selling the Class Laptops.

165. HP, directly and through its representatives or agents, delivered Class Laptops to its distributors and various other distribution channels.

166. HP willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Laptops.

167. Rather than disclose the Defect to Plaintiff and other prospective purchasers of Class Laptops, HP concealed the Defect.

168. HP omitted and concealed this material information to drive up sales, maximize profits, and maintain its market power, as consumers would not purchase Class Laptops, or would pay substantially less for them, had they known the truth.

169. Plaintiff and Class members could not have discovered the Defect prior to it manifesting in their Class Laptops.

170. HP was in exclusive possession of information concerning the Defect's existence, which would have been material to reasonable consumers, and thus was obligated to disclose the Defect to Plaintiff and Class Members, at the point of sale or otherwise.

171. HP also had a duty to disclose because it made many general affirmative representations about the quality, warranty, maneuverability, and durability of the Class Laptops as set forth above, which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts set forth above regarding their actual quality, functionality, and durability. Even when faced with complaints regarding the Defect, HP often refused to acknowledge the issue. As a result, Class Members were misled as to the true condition of the Class Laptops once at the time of purchase and often again when the Defect was complained of to HP. The omitted and concealed facts were material because they

directly impact the value, appeal, and usability of the Class Laptops purchased by Plaintiffs and Class Members. Whether a manufacturer's products are as stated by the manufacturer, backed by the manufacturer, and usable for the purpose for which they were purchased, are material concerns to a consumer.

172. Although HP had a duty to disclose the Defect to consumers, it failed to do so.

173. Plaintiff and Class Members sustained injury at the time they purchased Class Laptops that suffer from the Defect, which Defendant failed to disclose and actively concealed from them. Had Plaintiff and the Class known about the Defect at the time of purchase, they would have paid substantially less for their Class Laptops, or would not have purchased them and avoided the significant out-of-pocket costs they have or will incur to repair or replace Class Laptops once the Defect manifests.

174. HP's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiff's and Class Members' rights and well-being, and in part to enrich itself at the expense of consumers. HP's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration or competitor devices. HP's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

JURY DEMAND

Plaintiff hereby demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment against Defendant as follows:

- A. Entering judgment in favor of Plaintiff against Defendant;
- B. Certification of the proposed Class pursuant to Federal Rule of Civil Procedure 23;
- C. Appointment of Plaintiff as Class Representative for the Class;
- D. Appointment of Plaintiff's counsel as Class Counsel;
- E. A declaration that HP violated the New York statutes that form the basis for Plaintiffs' primary statutory claims;
- F. A declaration that HP was unjustly enriched by its conduct as described herein;
- G. Monetary damages;
- H. Statutory damages in the alternative;
- I. Restitution;
- J. Injunctive relief;
- K. Disgorgement of all monies received by HP as a result of the unlawful, unjust, unfair, and deceptive acts and practices described herein;
- L. Penalties as provided by law;

- M. Treble damages;
- N. A permanent injunction enjoining HP from continuing the unlawful, unjust, unfair, and deceptive acts and practices described herein;
- O. Pre-judgment and post-judgment interest;
- P. Reasonable attorneys' fees and expenses; and
- Q. Such other further relief that the Court deems just and equitable.

Dated: February 16, 2022

/s/ P. Bradford deLeeuw
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